

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: ASBESTOS PRODUCTS)
LIABILITY LITIGATION (No. VI))

) MDL DOCKET NO.: MDL 875
)
)
THIS DOCUMENT RELATES TO)
THE FOLLOWING CASES IN THE:)
IN THE UNITED STATES DISTRICT)
COURT FOR THE SOUTHERN)
DISTRICT OF MISSISSIPPI)
)
)
RAY ALSWORTH, ET AL.,)
Plaintiffs,)
)
vs.) Cause No. 1:05CV41
)
)
SCAPA, ET AL.,)
Defendants.)
)
)
HILRY A. ANDERSON, ET AL.,)
Plaintiffs,)
)
vs.) Cause No. 1:05CV40
)
)
THE FLINTKOTE COMPANY, ET AL.,)
Defendants.)
)
)
CHESTER BANKS, ET AL.,)
Plaintiffs,)
)
vs.) Cause No. 1:05CV39
)
)
OWENS-ILLINOIS, INC., ET AL.,)
Defendants.)
)
)
HENRY BRIGGS, ET AL.,)
Plaintiffs,)
)
vs.) Cause No. 1:05CV107
)
)
NATIONAL SERVICE)
INDUSTRIES, INC., ET AL.,)
Defendants.)
)

ROBERT WALKER, ET AL.,)	
Plaintiffs,)	
)	
vs.)	State Cause No. 2002-633
)	
SCAPA, ET AL.,)	
Defendants.)	
)	
MARGIE MAE WILLIAMS, ET AL.,)	
Plaintiffs,)	
)	
vs.)	Cause No. 1:05CV42
)	
NATIONAL SERVICE)	
INDUSTRIES, INC., ET AL.,)	
Defendants.)	
)	

**PLAINTIFFS' RENEWED JOINT MOTION TO ENFORCE
SETTLEMENT AGREEMENTS ENTERED INTO WITH
DEFENDANT, NATIONAL SERVICE INDUSTRIES, INC.**

COMES NOW, certain Plaintiffs in the above referenced cases (hereinafter referred to collectively as "Plaintiffs")¹ and respectfully request or renew their request that this Honorable Court enforce the settlement agreements previously entered into between these Plaintiffs and Defendant, National Service Industries, Inc., formerly known as North Brothers Corporation (hereinafter referred to as "North Brothers"). In support of their position, Plaintiffs show the Court as follows:

1.

Plaintiffs instituted actions in Mississippi against various defendants, including North Brothers, to recover for asbestos-related injuries.

¹ Given the large number of Plaintiffs involved in the present Motion, the names of individual Plaintiffs may be found in the Exhibit "A", list of Plaintiffs, provided under separate cover to the Court and opposing counsel.

2.

Plaintiffs and North Brothers entered into agreements to resolve Plaintiffs' claims for asbestos-related injuries against North Brothers.

3.

Plaintiffs are entitled to payment by North Brothers under the terms of the agreements.

4.

North Brothers continues to dishonor its obligations under the agreements and has not paid Plaintiffs the sums owed under the terms of the agreements.

5.

Plaintiffs incorporate by reference their initial Joint Motion to Enforce Settlement with National Service Industries, Inc. f/k/a North Brothers Corporation, their Reply to National Service Industries, Inc.'s response, Plaintiff's Memorandum in Support of their Renewed Joint Motion to Enforce Settlement with National Service Industries, Inc. f/k/a North Brothers Corporation and all exhibits attached thereto as if fully set forth herein.

6.

Plaintiffs are entitled to the enforcement of their settlement agreements with North Brothers and are also entitled to contractual damages for same.

WHEREFORE, for the reasons stated in Plaintiffs' initial Joint Motion to Enforce Settlement with National Service Industries, Inc. f/k/a North Brothers Corporation, their Reply to National Service Industries, Inc.'s response, Plaintiff's Memorandum in Support of their Renewed Joint Motion to Enforce Settlement with National Service Industries, Inc. f/k/a North Brothers Corporation and all exhibits attached thereto, Plaintiffs respectfully request that this

Court grant Plaintiffs' Renewed Motion to Enforce the Settlement Agreements with National Service Industries, Inc., that this Court enter a Judgment against North Brothers/National Service Industries, Inc. in the principal amount of \$1,976,917.50 plus interest on their settlement awards at the highest rate allowed by law, pro-rated on a monthly basis from the date of submission of their releases until such time as payment is made, that Plaintiffs be awarded special contractual damages in an amount to be determined by this Court, that Plaintiffs be awarded their expenses, costs and attorney fees incurred in connection with filing and pursuing this Motion, and that Plaintiffs be afforded such other just, necessary, and equitable relief as this Honorable Court deems proper.

Dated: This 16th of November, 2009.

RESPECTFULLY SUBMITTED,

/s/ John E. Herrick
JOHN E. HERRICK
MOTLEY RICE, LLC
28 BRIDGESIDE BLVD.
P.O. BOX 1792
MT. PLEASANT, SC 29465
Tel. (843) 216-9000
Fax. (843) 216-9440

AND

THOMAS B. SCOTT, III
SCOTT & SCOTT
5 OLD RIVER PLACE, SUITE 204
P.O. BOX 2009
JACKSON, MS 39215-2009
Tel. (601) 353-9522
Fax. (601) 353-9527

AND

STEPHEN L. SHACKELFORD
LAW OFFICES OF STEPHEN
SHACKELFORD
3010 LAKELAND COVE, SUITE P
FLOWOOD, MS 39232
Tel. (601) 936-9939
Fax. (601) 936-9934

AND

JEFFREY A. VARAS
LAW OFFICE OF JEFFREY A. VARAS
119 CALDWELL DRIVE
P.O. BOX 886
HAZELHURST, MS 39083
Tel. (601) 894-4088
Fax. (601) 894-2563

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that the foregoing, the Memorandum, Exhibits and proposed Order were filed electronically and are available for downloading and viewing from the ECF system this 16th day of November, 2009. Parties being served by first class U.S. Mail are listed below.

VIA US Mail:

Marcy B. Croft, Esq.
Forman Perry Watkins Krutz & Tardy, PLLC
P. O. Box 22608
Jackson, Mississippi 39225-2608
facsimile (601) 960-8613



Judy Scolnik

Filed Electronically